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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

7 LAWRENCE HART, *et al.*, )  
8 Plaintiffs, ) CASE NO. C17-1932RSM  
9 v. ) ORDER GRANTING IN PART AND  
10 ) DENYING IN PART MOTION TO  
11 ) DISMISS  
12 CF ARCIS VII LLC d/b/a THE CLUB AT )  
13 SNOQUALMIE RIDGE d/b/a TPC AT )  
14 SNOQUALMIE RIDGE and d/b/a )  
15 SNOQUALMIE RIDGE GOLF CLUB, *et* )  
*al.*, )  
Defendants. )  
\_\_\_\_\_ )

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17 **I. INTRODUCTION**

18 This matter comes before the Court on Defendants' Motion to Dismiss. Dkt. #20.  
19 Defendants argue that Plaintiffs' claims should be dismissed in their entirety, with prejudice,  
20 because Plaintiffs fail to state any claim upon which relief may be granted. *Id.* Plaintiffs oppose  
21 the motion. Dkt. #23. For the reasons discussed below, Plaintiffs' claims will be dismissed in  
22 part as discussed below.  
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24 **II. BACKGROUND**

25 This matter was initially filed in King County Superior Court on or around December 8,  
26 2017. Dkt. #1. Defendants removed the matter to this Court on December 28, 2017, pursuant to  
27 the Class Action Fairness Act ("CAFA"), and, in the alternative, on the basis of diversity  
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jurisdiction. *Id.* Since the removal of this matter, Plaintiffs have file a Second Amended Complaint. Dkt. #18. Plaintiffs allege as follows:

4.1 Home to the only Jack Nicklaus Signature Course in Washington, the Club [at Snoqualmie Ridge] is a membership-only golf and country club located in Snoqualmie, Washington.

4.2 From its founding to the present, the Club has offered Refundable Memberships for sale to the general public. Those who purchase Refundable Memberships pay a large, onetime membership fee in the tens of thousands of dollars (“Membership Fee”), and pay dues each month afterward.

4.3 To become Club members, applicants must also complete and agree to abide by a Membership Agreement and the Club’s Membership and Operating Policies (the “Rules”).

4.4 Defendant Brightstar owned and operated the Club through July 2013 when it sold the Club to the Club Operator, Defendant CF Arcis VII.

4.5 Brightstar advertised Refundable Memberships on its public website and included the Refundable Memberships in form contracts.

4.6 In concert with Defendants CF Arcis VII, Arcis Equity, Arcis Golf, and Mr. Walker, the Club Operator expressly and impliedly assumed the obligations of Defendant Brightstar with respect to current and former members, except with respect to the obligations under the Rules.

4.7 Plaintiffs purchased their Refundable Memberships prior to the 2013 sale of the Club. The Rules in existence prior to 2013 give members the right to voluntarily resign and receive a refund of a portion of the Membership Fee paid to join the Club. These Rules entitle resigning members to receive refunds once their memberships are re-issued to new members, with the refund amounting to 70 percent of the of the Membership Fee published at the time the Club Operator re-issues the membership. While they wait for their memberships to be reissued, resigning members are placed on a waiting list that the Club Operator maintains (“Waiting List”).

4.8 In May 2013, several months before the Arcis Defendants purchased the Club, they colluded with Brightstar to surreptitiously change the Rules (the “Revised Rules”) without telling the members they had done so. A true and correct copy of the Revised Rules is attached as Exhibit A.

4.9 The Revised Rules changed Club procedures in two significant ways. First, they altered the refund procedure. The new refund procedure increased the number of Refundable Memberships that needed to be sold before a

1 former member could receive a refund. Prior to 2013, for every three new  
2 golf memberships sold, the former member at the top of the Waiting List  
3 would receive their refund. Under the Revised Rules, a golf membership was  
4 refunded for every four new golf memberships issued.

5 4.10 Second, the Revised Rules also authorized — for the first time in Club  
6 history — the sale of non-refundable golf memberships (“Non-Refundable  
7 Memberships”). These Non-Refundable Memberships are approximately  
8 half the price of Refundable Memberships. Except for the difference in price  
9 and refundability, the Non-Refundable Memberships are indistinguishable  
10 from the Refundable Memberships purchased by Plaintiffs and class  
11 members. See <http://www.clubatsnoqualmieridge.com/membership> (last  
12 visited August 3, 2017).

13 4.11 Plaintiffs did not see the Revised Rules, and therefore did not learn of  
14 the material and adverse revisions contained within, until August 2015 when  
15 the Club Operator provided a copy.

16 4.12 The Club Operator has since generated millions from the sale of Non-  
17 Refundable Memberships. Meanwhile, on information and belief, the sale of  
18 Refundable Memberships has all but ceased since the Non-Refundable  
19 Memberships became available for purchase. As a result, the refundability  
20 of the Refundable Memberships is merely illusory.

21 4.13 The Rules in place prior to 2013 required that members receive notice of  
22 potential Rule amendments by mail or hand-delivery. To ensure compliance,  
23 the Rules also prohibited Rule amendments from becoming effective unless  
24 members received such notice.

25 4.14 In addition, the Rules in place prior to 2013 required two-thirds of the  
26 Club’s members to approve Rule amendments that would materially  
27 adversely affect the rights of members. Amendments that make it more  
28 difficult for members to receive refunds of their Refundable Membership  
Fees materially adversely affect the rights of members.

4.15 When Defendants changed the Rules in 2013, they did not mail or hand-  
deliver to members the Revised Rules, which materially adversely affected  
the ability of Club members to receive refunds of their Refundable  
Memberships. Nor did Defendants seek or obtain the approval of two-thirds  
of the members. As a result, the Revised Rules are not valid.

4.16 On information and belief, Defendants drafted the Revised Rules to  
prevent members from receiving refunds of their Refundable Membership  
Fees.

1 4.17 Moreover, because Defendants drafted and adopted the Revised Rules in  
2 secret and without notice to Plaintiffs and proposed class members, Plaintiffs  
3 and proposed Class members could not take advantage of a provision in the  
4 Rules that allows Club members to resign, avoid the Waiting List procedure,  
and immediately receive 100 percent of the Membership Fees they paid to  
join the Club.

5 4.18 On information and belief, Defendants Brightstar, CF Arcis VII, Arcis  
6 Golf, Arcis Equity, and Mr. Walker sanctioned, directed, and participated in  
7 the drafting and implementation of the Revised Rules, and had actual  
8 knowledge that the Rules were revised without notice to members, that the  
9 Revised Rules would prevent members with Refundable Memberships from  
10 receiving refunds of their Membership Fees, and that the Revised Rules did  
11 not receive formal approval by a two-thirds vote of the Club membership.  
Because Defendants Brightstar, CF Arcis VII, Arcis Golf, Arcis Equity, and  
Mr. Walker directed, participated and/or ratified or approved of this wrongful  
conduct, they are directly liable.

12 4.19 The Club's refund policies were and continue to be dictated, coordinated,  
13 negotiated and explained to members by Defendants CF Arcis VII, Arcis  
14 Golf, Arcis Equity, and Defendant Walker.

15 4.20 The Arcis Defendants continue to sell Non-Refundable Memberships,  
16 and continue failing to provide refunds to Class members, based on the ratio  
17 set forth in the pre-2013 Rules.

18 4.21 The changes in the Club's refund policies not only injured Plaintiffs but  
19 also injured hundreds of people on the refund list.

20 Dkt. #18 at ¶¶ 4.1-4.21.

21 As a result of these allegations, Plaintiffs bring claims against Defendants for violations  
22 of the Washington Consumer Protection Act ("CPA"), breach of contract, and conversion. *Id.*  
23 at ¶¶ 6.1-9.4.

### 24 **III. DISCUSSION**

#### 25 **A. Legal Standard**

26 On a motion to dismiss for failure to state a claim under Federal Rule of Civil Procedure  
27 12(b)(6), all allegations of material fact must be accepted as true and construed in the light most  
28 favorable to the nonmoving party. *Cahill v. Liberty Mut. Ins. Co.*, 80 F.3d 336, 337-38 (9th Cir.

1 1996). However, the court is not required to accept as true a “legal conclusion couched as a  
2 factual allegation.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v.*  
3 *Twombly*, 550 U.S. 544, 555 (2007)). The Complaint “must contain sufficient factual matter,  
4 accepted as true, to state a claim to relief that is plausible on its face.” *Id.* at 678. This  
5 requirement is met when the plaintiff “pleads factual content that allows the court to draw the  
6 reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* Absent facial  
7 plausibility, Plaintiff’s claims must be dismissed. *Twombly*, 550 U.S. at 570.

9        Though the Court limits its Rule 12(b)(6) review to allegations of material fact set forth  
10 in the Complaint, the Court may consider documents of which it has taken judicial notice. *See*  
11 F.R.E. 201; *Swartz v. KPMG LLP*, 476 F.3d 756, 763 (9th Cir. 2007). Both parties ask the Court  
12 to take judicial notice of a number of documents. The Court takes judicial notice of the  
13 documents attached to the Declaration of Rebecca J. Francis in support of Defendants’ prior  
14 motion to dismiss, which are referenced within the Complaint and form the basis of Plaintiffs’  
15 allegations. *See* Dkt. #11, Exs. A-D. The Court also takes judicial notice of the document  
16 referenced in, and filed with, the Second Amended Complaint. Dkt. #18, Ex. A. Finally, the  
17 Court takes judicial notice of the fact that the Club at Snoqualmie Ridge operates a website  
18 through which it advertises golf memberships, but only in recognition of that fact, and not for the  
19 truth of any specific contents contained therein. F.R.E. 201(b).

## 22 **B. Plaintiffs’ Complaint**

### 23 *1. Consumer Protection Act Claim*

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25        Defendants first assert that Plaintiffs’ claim for violations of the CPA must be dismissed.  
26 Dkt. #20 at 7-11. “To prevail in a private [Consumer Protection Act] claim, the plaintiff must  
27 prove (1) an unfair or deceptive act or practice, (2) occurring in trade or commerce, (3) affecting  
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1 the public interest, (4) injury to a person's business or property, and (5) causation." *Panag v.*  
2 *Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 204 P.3d 885, 889 (Wash. 2009) (citing  
3 *Hangman Ridge Training Stables v. Safeco Title Ins. Co.*, 105 Wash. 2d 778, 786, 719 P.2d 531  
4 (Wash. 1986)). Defendants argue that Plaintiffs fail to allege any public interest impact, cannot  
5 allege a deceptive or unfair act, and do not plausibly allege a cognizable injury under the CPA.  
6 Dkt. #20 at 7-17. Plaintiffs respond that they have alleged adequate facts to support all elements  
7 of a CPA claim. Dkt. #23 at 10-21.

9 With respect to Defendants' public interest argument, the Court agrees that Plaintiffs have  
10 failed to show a public interest impact under the circumstances of this case. Washington courts  
11 have explained that a plaintiff can establish the lawsuit would serve the public interest by  
12 showing a likelihood that other plaintiffs have been or will be injured in the same fashion.  
13 *Michael v. Mosquera-Lacy*, 165 Wn.2d 595, 604-05, 200 P.3d 695 (2009) (quoting *Hangman*  
14 *Ridge*, 105 Wn.2d at 790). This Court considers four factors to assess the public interest element  
15 when a complaint involves a private dispute: (1) whether the defendant committed the alleged  
16 acts in the course of his/her business, (2) whether the defendant advertised to the public in  
17 general, (3) whether the defendant actively solicited this particular plaintiff, and (4) whether the  
18 plaintiff and defendant have unequal bargaining positions. *Id.* (citing *Hangman Ridge*, 105  
19 Wn.2d at 791). The plaintiff need not establish all of these factors, and none is dispositive. *Id.*

22 As this Court has previously noted, although the CPA was amended in 2009, courts have  
23 not interpreted this amendment as abandoning prior tests related to the public interest factor. *See*  
24 *Jet Parts Eng'g, Inc. v. Quest Aviation Supply, Inc.*, No. C15-0530RSM, 2015 WL 4523497, at  
25 \*3-\*4 (W.D. Wash. July 27, 2015) (considering both the 2009 amendments and the *Hangman*

1 *Ridge* factors). The *Hangman Ridge* factors are still relevant in analyzing public interest impact  
2 and are useful in interpreting the 2009 amendments.

3 In this case, Plaintiffs do not allege that persons other than members holding Refundable  
4 Memberships as of 2013 were injured by the amendment of the Rules. The Court interprets the  
5 2009 amendments' language of "injuring other persons" to relate to persons not already such  
6 members. This interpretation is consistent with both pre-amendment and post-amendment case  
7 law. See *Behnke v. Ahrens*, 172 Wn. App. 281, 295–96, 294 P.3d 729 (2012) (dismissing  
8 plaintiffs' claims on summary judgment because they failed to provide evidence that defendants'  
9 allegedly deceptive act was repeated with other clients or was likely to be repeated with future  
10 clients); *Jet Parts Eng'g, Inc.*, 2015 WL 4523497, at \*4, \*7 (dismissing plaintiff's CPA claim  
11 with prejudice, finding that the public interest element was not met when defendants' conduct  
12 did not extend beyond the two parties to two distribution agreements, and the allegedly deceptive  
13 act was unlikely to be repeated); *Stiegler v. Saldat*, 2015 WL 13686087 (W.D. Wash. Oct. 23,  
14 2015).

15 Plaintiffs argue that, because at least 100 other persons were injured, the public interest  
16 element is met under the 2009 amendments, specifically RCW 19.86.093(3)(a) ("injured other  
17 persons"). Dkt. #23 at 15-16. Every one of those persons, however, was a member of the Golf  
18 Club, and no *other* persons were allegedly injured. Because Plaintiffs do not allege anyone  
19 outside the Club was injured, the Court concludes that Defendants' alleged conduct has not  
20 "injured other persons" within the meaning of RCW 19.86.093. Accordingly, Plaintiffs fail to  
21 sufficiently plead the public interest element, and therefore cannot support a CPA claim. Thus,  
22 the CPA claim will be dismissed. Further, because the Court has determined that the public  
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1 interest element has not been met, it is not necessary to reach Defendants’ alternative arguments  
2 for dismissal of the CPA claim. *See* Dkt. #20 at 11-17.

3       2. *Conversion Claim*

4       The Court next turns to Plaintiffs’ claim for conversion. Defendants argue that this claim  
5 must be dismissed because Plaintiffs allege no facts suggesting that the Arcis Defendants  
6 wrongfully received any money from them. Dkt. #20 at 17-19. Further, Defendants argue that  
7 Plaintiffs have no “property interest” in any money that Defendants received from the sales of  
8 Non-Refundable Memberships. *Id.* The Court agrees.

9       As Washington state courts have explained:

10               Rooted in the common law action of trover, [conversion] occurs when,  
11               without lawful justification, one willfully interferes with, and thereby  
12               deprives another of, the other’s right to a chattel. It requires that the plaintiff  
13               have a possessory or other ““property interest”” in the chattel, and it treats  
14               money as a chattel only if the defendant “wrongfully received” the money or  
15               “was under obligation to return the specific money to the party claiming it.”  
16               Absent a “property interest” of the required type, an action for conversion  
17               will not lie, for at most the defendant has only failed to pay an unsecured  
18               debt.

19       *Davenport v. Wash. Educ. Ass’n*, 147 Wn. App. 704, 721-22, 197 P.3d 686, 695 (Div. II 2008).

20       In this case, Plaintiffs allege that conversion occurred when Defendants “unilaterally decided  
21 they would funnel money they received from the sales of Non-Refundable Memberships into the  
22 Club rather than paying refunds to Plaintiffs and Class members on the Waiting List.” Dkt. #23  
23 at 22.

24       Plaintiffs have failed to state a claim for conversion. Plaintiffs allege that the Rules in  
25 existence prior to 2013 give members the right to voluntarily resign and receive a refund of a  
26 portion of the Membership Fee paid to join the Club. Dkt. #18 at ¶ 4.7. These Rules entitle  
27 resigning members to receive refunds once their memberships are re-issued to new members,  
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1 with the refund amounting to 70 percent of the of the Membership Fee published at the time the  
2 Club Operator re-issues the membership. Dkt. #18 at ¶ 4.7. Plaintiffs do not acknowledge,  
3 however, that the Rules in existence prior to 2013 entitled resigning members to receive refunds  
4 after the third sale/reissuance of a membership in the *same category* as the membership to be  
5 refunded. Dkt. #11, Ex. B at ¶ 3.2 (a) and (c). Plaintiffs never held Non-Refundable  
6 memberships, and therefore would not have been entitled to a refund after the sale of such  
7 memberships under the Rules they claim govern their refunds. While it appears that the Rules  
8 for refunds have since changed, Plaintiffs make no specific allegations with respect to those  
9 revised refund Rules, other than that they changed the ratio of memberships purchased prior to  
10 refunding memberships. Accordingly, Plaintiffs fail to demonstrate any property interest in the  
11 money received from Non-Refundable memberships and cannot make a claim for conversion.  
12 As a result, the claim will be dismissed.  
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### 15 3. *Breach of Contract Claim*

16 The Court next addresses Plaintiffs' breach of contract claim. To state a contract claim,  
17 Plaintiffs must allege facts showing: "(1) a contract that imposed a duty, (2) breach of that duty,  
18 and (3) an economic loss as a result of the breach." *Myers v. State*, 152 Wn. App. 823, 827-28  
19 (2009). Defendants argue that this claim must be dismissed because Plaintiffs do not allege a  
20 breach or damages resulting from a breach. Dkt. #20 at 19-24. Plaintiffs respond that they have  
21 sufficiently pleaded all elements of a breach of contract claim. Dkt. #23 at 6-10.  
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24 Plaintiffs allege that "Defendants breached various terms and conditions of the Rules  
25 including, but not limited to, amending the Rules without providing notice, amending the Rules  
26 without the requisite two-thirds vote of members, and materially adversely affecting Plaintiffs  
27 and Class members' refund rights." Dkt. #18 at ¶¶ 8.4 and 8.7. Plaintiffs also allege that "[t]he  
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1 Arcis Defendants continue to breach the Rules by continuing to offer for sale Non-Refundable  
2 Membership, while failing to provide refunds to those on the Waiting List according to the ratio  
3 required by the Rules.” Dkt. #18 at ¶ 8.9.

4 Plaintiffs rely on three provisions of the 2008 Rules for the basis of their claims.  
5 Paragraph 6.2 provides:  
6

7 AMENDMENT. Club Operator reserves the right, in its sole and absolute  
8 discretion, to amend these Membership and Operating Policies at any time  
9 and in any manner which it deems appropriate, except that no amendment  
10 shall materially adversely affect the rights of any existing Member under  
11 Section 3.2(b) unless approved by at least two-thirds of the affected  
12 Members. Any amendment shall become effective when notice thereof is  
13 delivered to the Members.

14 Dkt. #11, Exh. B at ¶ 6.2.

15 Paragraph 3.2(b)(i) provides, in relevant part:

16 REFUNDS. A resigning member shall have no right to any payment upon  
17 termination of membership except as follows:

18 (i) In the event of voluntary resignation of an Individual Golf  
19 Membership ... the former Member shall be entitled to receive 70%  
20 of the Membership Fee published at the time Club Operator reissues  
21 the resigned or terminated membership pursuant to Section 3.2(c)  
22 ... to be paid within 30 days after reissuance.

23 *Id.* at ¶ 3.2(b)(i).

24 Finally, paragraph 6.1 provides in relevant part:

25 NOTICES. Except as otherwise specifically provided in these Membership  
26 and Operating Policies, all notices or other communications (other than  
27 regular statements of account) required to be given or made hereunder shall  
28 be in writing and shall be delivered or mailed.... Notices to a Member shall  
be addressed to the Member at the address specified in the Member’s  
Membership Agreement, unless the Member has requested that notices be  
given at a different address by written notice to Club Operator....

1 *Id.* at ¶ 6.1. Plaintiffs argue that, together, these provisions impose on Defendants a duty to give  
2 members notice of a proposed rule change to their refund rights, and an obligation to obtain the  
3 approval of two-thirds of the membership before such change can be effective. Dkt. #23 at 8.

4 While Defendants disagree with the interpretation of the contract provisions set forth by  
5 Plaintiffs, *see* Dkt. #25 at 9-11, at this stage of the proceedings, and accepting Plaintiffs' factual  
6 allegations as true, Plaintiffs have alleged sufficient facts to support a claim that Defendants  
7 breached a duty owed to them. Thus, the Court will not dismiss the breach of contract claim on  
8 the basis that Plaintiffs failed to adequately allege a breach.

9 Likewise, the Court finds that Plaintiffs have adequately pleaded damages at this stage of  
10 the proceeding. Defendants argue that Plaintiffs merely complain about a delay in their refunds.  
11 Dkt. #20 at 21-22. However, Plaintiffs have specifically alleged money damages, even if the  
12 amount of such damages is uncertain at this time. *See* Dkt. #18 at ¶ 8.8. Plaintiffs also seek  
13 equitable relief. *Id.* at ¶¶ 5.4.9 and 8.13. Accordingly, the Court will not dismiss the breach of  
14 contract claim on the basis that Plaintiffs failed to adequately allege damages.

#### 15 4. *Claims Against Mr. Walker*

16 Finally, the Court turns to Plaintiffs' claims against individual Defendant Blake S.  
17 Walker. According to Plaintiffs, Mr. Walker:

18  
19 is the Chairman, CEO and President of Arcis Golf, and the CEO and  
20 managing partner of Arcis Equity, who admits "he has been involved in all  
21 phases of the firm's strategy and development since its founding." *See*  
22 <https://www.arcisgolf.com/about-arcis-golf> (last visited Aug. 1, 2017); *see*  
23 *also* <http://www.arcisequity.com/about-arcis-equity-partners> (last visited  
24 Aug. 1, 2017) ("He has been involved in all phases of the firm's strategy and  
25 development since its founding in March 2013."). Indeed, in September  
26 2016, Mr. Walker personally traveled to Washington from Texas to meet with  
27 Club members who were angry about the changes the Arcis Defendants made  
28 to the refund policy. As the CEO of both companies, on information and  
belief, Mr. Walker intentionally used Arcis Golf and Arcis Equity to strip CF  
Arcis VII of money received as a result of the sale of non-refundable

memberships. Because Mr. Walker intentionally used these entities to violate or evade a duty owed to the members, the limited liability company form should be disregarded and liability attached to Defendants Arcis Golf, Arcis Equity, and Mr. Walker.

Dkt. #18 at ¶ 3.8. Defendants argue that all claims against Mr. Walker should be dismissed because Plaintiffs fail to allege sufficient facts to pierce the corporate veil. Dkt. #20 at 22-24. The Court agrees.

The alter ego theory derives from the notion that courts should not respect the separateness of a corporation and its parent where the parent exerts such an amount of control and dominance over the corporation that it becomes a mere shell or “alter ego” of the parent for accomplishing improper purposes. *United States v. Bestfoods*, 524 U.S. 51, 61-2, 118 S. Ct. 1876, 141 L. Ed. 2d 43 (1998). To pierce the corporate veil, a plaintiff must show (1) the corporate form was used to violate or evade a duty, and (2) the corporate veil must be disregarded to prevent loss to an innocent party. *Wash. Water Jet Workers Ass'n v. Yarbrough*, 151 Wn.2d 470, 503, 90 P.3d 42 (2004).

Here, Plaintiffs’ allegations are no more than a recitation of the elements. To survive a motion to dismiss, a plaintiff must allege specific facts supporting both of the necessary elements. Accordingly, the Court will dismiss the claims against Mr. Walker as they are all premised on the application of the corporate veil piercing doctrine.

### **C. Leave to Amend**

Ordinarily, leave to amend a complaint should be freely given following an order of dismissal, “unless it is absolutely clear that the deficiencies of the complaint could not be cured by amendment.” *Noll v. Carlson*, 809 F.2d 1446, 1448 (9th Cir. 1987); *see also DeSoto v. Yellow Freight Sys., Inc.*, 957 F.2d 655, 658 (9th Cir. 1992) (“A district court does not err in denying leave to amend where the amendment would be futile.” (citing *Reddy v. Litton Indus., Inc.*, 912

1 F.2d 291, 296 (9th Cir. 1990)). The Court will allow Plaintiffs limited amendment as follows:  
2 the Court declines leave to amend the CPA or conversion claims against any of the Defendants,  
3 including Mr. Walker, on the basis that such amendment would be futile, particularly given the  
4 circumstances of this case and the specific deficiencies discussed above. However, with respect  
5 to the breach of contract claim against Mr. Walker, based on the arguments made by Plaintiffs in  
6 response to this motion, the Court can conceive of facts that could be alleged to cure the  
7 deficiencies with those claims. Thus, Plaintiffs will be granted leave to amend the breach of  
8 contract claim with respect to Mr. Walker based on the corporate veil piercing doctrine.  
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#### 10 IV. CONCLUSION

11 Having reviewed Defendants' motion, Plaintiffs' opposition thereto, and the Reply in  
12 support thereof, along with judicially-noticed documents and the remainder of the record, the  
13 Court hereby finds and ORDERS:  
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- 15 1. Defendants' Motion to Dismiss (Dkt. 20) is GRANTED IN PART and DENIED IN  
16 PART as discussed above, with leave to amend the breach of contract/piercing the  
17 corporate veil claim against Mr. Walker only. Any amended complaint shall be filed  
18 **no later than 20 days from the date of this Order**. Should Plaintiff decline to file  
19 any amended complaint, their breach of contract claim against Mr. Walker will be  
20 dismissed with prejudice, and Mr. Walker will be dismissed as a Defendant in this  
21 case.  
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- 23 2. Plaintiffs' CPA and conversion claims are DISMISSED as to all Defendants with  
24 prejudice.  
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- 26 3. Plaintiff's breach of contract claim against Defendants CF ARCIS VII LLC d/b/a  
27 THE CLUB AT SNOQUALMIE RIDGE d/b/a TPC AT SNOQUALMIE RIDGE and  
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1 d/b/a SNOQUALMIE RIDGE GOLF CLUB, CF ARCIS IV HOLDINGS, LLC,  
2 ARCIS EQUITY PARTNERS LLC, and BRIGHTSTAR GOLF SNOQUALMIE,  
3 LLC, remains pending.

4 DATED this 2nd day of August, 2018.

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8 RICARDO S. MARTINEZ  
9 CHIEF UNITED STATES DISTRICT JUDGE  
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